

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM399884

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PodPonics, Inc.		05/16/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FoodHUB Atlanta, LLC		
<b>Street Address:</b>	3855 Ruby H. Harper Blvd		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30354		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86416373	LETTUCE BUY LOCAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4046001124		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	mliotta@foodhubatlanta.com		
<b>Correspondent Name:</b>	Matt Liotta		
<b>Address Line 1:</b>	3855 Ruby H. Harper Blvd		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30354		
<b>NAME OF SUBMITTER:</b>	Matthew Liotta		
<b>SIGNATURE:</b>	/Matthew Liotta/		
<b>DATE SIGNED:</b>	09/27/2016		
<b>Total Attachments: 6</b>			
source=20160516_PodPonics to FoodHUB Asset Assignment_executed_redacted#page1.tif			
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OP \$40.00 86416373

**ASSET ASSIGNMENT AGREEMENT**

dated as of MAY 16, 2016

between

**PodPonics, Inc.,  
a Delaware corporation**

and

**PodPonics, LLC,  
a Georgia limited liability company**

as Borrowers

and

**FoodHUB Atlanta, LLC,  
a Georgia limited liability company**

As Lender

## ASSET ASSIGNMENT AGREEMENT

**THIS ASSET ASSIGNMENT AGREEMENT** (the "Assignment Agreement") dated as of May 16, 2016 (the "Effective Date"), is entered into between **PodPonics, Inc.**, a Delaware corporation ("**Parent**"), and **PodPonics, LLC**, a Georgia limited liability company ("**GA Subsidiary**"); PodPonics, Inc. and GA Subsidiary are, individually and collectively, "**Borrower**", each having its principal place of business located at 3855 Ruby H. Harper Blvd, Atlanta, Georgia 30354, and **FoodHUB Atlanta, LLC**, a Georgia limited liability company ("**Lender**"), having a place of business located at [REDACTED] Sandy Springs, Georgia 30328, the parties to the Loan and Security Agreement dated September 4, 2014, as amended on January 16, 2015 (the "Capital Loan Agreement").

### Preliminary Statements

**WHEREAS**, The Parties entered into a Loan and Security Agreement dated September 4, 2014, as amended on January 16, 2015, and September 3, 2015, to have Lender establish a line of credit in the amount of [REDACTED] [REDACTED] (the "Capital Loan Agreement");

**WHEREAS**, The Parties further entered into a Deposit Fund Loan and Security Agreement dated January 15, 2015, as amended, to have Borrower borrow from Lender certain Deposit funds held by Lender as Collateral under the Agreement (the "Deposit Loan Agreement," and collectively with the Capital Loan Agreement, the "Consolidated Loan Agreement");

**WHEREAS**, The Parties further entered into a Waiver and Security Agreement dated February 4, 2016 to have Lender establish a line of credit in an amount up to [REDACTED] (the "Waiver and Loan Agreement" and, collectively with the Consolidated Loan, the "Loan Agreements"); and

**WHEREAS**, at least as of April 27, 2016, Borrower was insolvent, was unable to make payments due to Lender under the Loan Agreements, and one or more Events of Default, as that term is defined in the Loan Agreements, existed under the Loan Agreements that were incapable of cure;

**WHEREAS**, on April 27, 2016 Lender declared all of the Obligations under and as defined in each of the Loan Agreements to be immediately due and payable by Borrower, and proposed to accept the Collateral in full satisfaction of the Obligations under the Loan Agreements owed by Borrower to Lender.

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

1.1 "Collateral" means, individually and collectively, wherever located, whether now owned or hereafter acquired or arising (each term used in this Assignment Agreement and not otherwise defined in this Assignment Agreement shall have the meaning given to such term in the UCC):

(a) Goods, including without limitation any and all equipment, Pds, Inventory, and Fixtures,

(b) Accounts;

(c) Chattel Paper;

(d) Commercial Tort Claims;

(e) Deposit Accounts, including the Collateral Account, and all cash and other property deposited therein or otherwise credited thereto from time to time, and all other monies and property in the possession or under the control of Lender or any Affiliate, representative, agent or correspondent of Lender;

(f) General Intangibles, including without limitation any and all Intellectual Property and Payment Intangibles;

(g) Documents;

(h) Instruments;

(i) Investment Property;

(j) Letter-of-Credit Rights;

(k) Money and cash equivalents;

(l) Supporting Obligations;

(m) other personal property and interests in property of Borrower in the possession or under the control of Lender or any Affiliate, representative, agent, bailee or correspondent of Lender, whether or not subject to the UCC;

(n) Any and all other personal property and interests in property whether or not subject to the UCC;

(o) Any and all books and records, in whatever form or medium, that at any time evidence or contain information relating to any of the foregoing properties or interests in properties or are otherwise necessary or helpful in the collection thereof or realization thereon, including without limitation customer lists, files, data, computer programs, computer servers and other computer materials or information wherever stored or located and all Internet-based and on-line records;

(p) All insurance policies; and

All Proceeds and products of, and Accessions and additions to, and substitutions and replacements of, any and all of the foregoing.

1.2 "**Copyrights**" means any copyrights, copyright registrations and copyright applications, and all renewals, extensions and continuations of any of the foregoing.

1.3 "**General Intangibles**" means all "general intangibles", as such term is defined in the UCC, and, in any event, shall include, without limitation, all of the following: choses in action, causes of action, corporate or other business records, inventions, designs, patents, patent applications, service marks, trademarks, trade names, trade secrets, good will, copyrights, registrations, licenses, franchises, customer lists, agency and other contracts, tax refund claims, computer programs, all claims under guaranties, security interests or other security held by or granted to Borrower to secure payment of any obligation owed to Borrower, all rights to indemnification, and all other intangible property of every kind and nature.

1.4 "**Intellectual Property**" means, collectively, all Copyrights, Patents and Trademarks.

1.5 "**Obligations**" means all indebtedness and other liabilities and obligations, whether now existing or hereafter arising, of Borrower (individually and collectively) to Lender under, arising out of or in any way connected with this Agreement, the Note and the other Loan Documents, the Loans, or otherwise, and any other indebtedness, liabilities and obligations of Borrower (individually or collectively) to Lender, joint, several or otherwise, whether now existing or hereafter arising.

1.6 "**Patents**" means any patents, patent registrations and patent applications and all renewals, extensions and continuations of any of the foregoing, including without limitation the patent applications listed in Appendix A attached hereto.

1.7 "**Pod**" means a hydroponic growing system contained in a steel intermodal shipping container and all related equipment and software.

1.8 "**Trademarks**" means any trademarks, trademark registrations, and trademark applications, all renewals, extensions and continuations of any of the foregoing and all goodwill attributable to any of the foregoing, including without limitation all rights to sue and recover damages and/or profits for past infringements. Trademarks includes, without limitation, the federal application for LETTUCE BUY LOCAL, Serial Number 86/416,373, for "Fresh fruit and vegetables; Fresh herbs."

1.9 "**UCC**" mean the Uniform Commercial Code, as amended from time to time, in effect in the State of Georgia, unless such UCC provides for the application of another state's Uniform Commercial Code, in which case, "UCC" shall also mean such other state's Uniform Commercial Code to the extent applicable.

2. Each of the Loan Agreements is hereby incorporated by reference.
3. Borrower hereby assigns all of its right, title, and interest to all Collateral to Lender.

4. Lender hereby accepts Borrower's assignment of all Collateral as satisfaction for all Obligations owed by Borrower to Lender under the Loan Agreements.

5. Further Assurances. Borrower shall at any time and from time to time upon the request of Lender, execute and deliver such further agreements, instruments and documents and do such further acts and things as Lender may reasonably request to effect the purposes of this Assignment Agreement.

6. Choice of Law; Venue. This Assignment Agreement, and the rights and obligations of the parties hereto and thereto, shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. Borrower irrevocably consents that any legal action or proceeding against Borrower under, arising out of, or in any manner relating to this Assignment Agreement, or the Loan Agreements may be brought in any state court of the State of Georgia located in Fulton or Cobb County, or the federal court for the Northern District of Georgia. By its execution and delivery of this Assignment Agreement, Borrower hereto expressly and irrevocably consents and submits to the personal jurisdiction of any of such courts in any such action or proceeding. Borrower hereby expressly and irrevocably waives any claim or defense in any such action or proceeding based on any alleged lack of personal jurisdiction, improper venue or forum non conveniens or any similar basis. Borrower shall not be entitled in any such action or proceeding to assert any defense given or allowed under the laws of any state other than the State of Georgia, unless such defense is also given or allowed by the laws of the State of Georgia.

7. Construction. Wherever possible, each provision of this Assignment Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment Agreement shall be prohibited by or be invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of this Assignment Agreement.


8. Signatures, Counterparts; Integration. Facsimile transmissions of any executed original document and/or retransmission of any executed facsimile transmission shall be deemed to be the same as the delivery of an executed original. This Assignment Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Assignment Agreement, together with the other Loan Agreements, constitutes the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

[Signatures on following page]

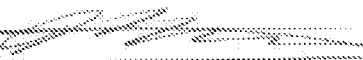
IN WITNESS WHEREOF, the undersigned have executed this Assignment Agreement as of the Effective Date.

Borrower:

PodPonics, Inc.

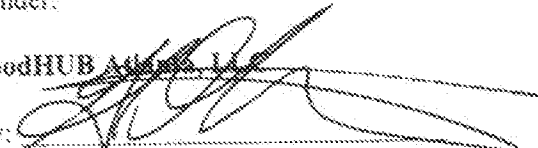
By:   
Name: Matt Liotta  
Title: CEO

PodPonics, LLC  
By PodPonics, Inc., its Manager

By:   
Name: Matt Liotta  
Title: CEO

Lender:

FoodHUB ~~Assets, LLC~~

By:   
Name: Gerard Gunthert  
Title: Manager